

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FlexBarrier Products, LLC		11/20/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	FIRST BANK BUSINESS CAPITAL, INC.
Street Address:	11901 Olive Boulevard
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63141
Entity Type:	CORPORATION: MISSOURI

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3073391	FLEXSCREEN
Registration Number:	3161742	FLEXTHERM
Registration Number:	3082236	FLEXGUARD
Registration Number:	2321531	FLEXROOM
Registration Number:	2321530	FLEXVISION

CORRESPONDENCE DATA

Fax Number: (612)370-3207

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 612 371 3211

Email: tmg@lindquist.com

Correspondent Name: LINDQUIST & VENNUM P.L.L.P.

Address Line 1: 80 South Eighth Street, 4200 IDS Center

Address Line 2: Connie Heikkila

Address Line 4: Minneapolis, MINNESOTA 55402

900093243

TRADEMARK
REEL: 003670 FRAME: 0679

CH \$140.00 3073391

ATTORNEY DOCKET NUMBER:	515189.0004
NAME OF SUBMITTER:	CONNIE R. HEIKKILA
Signature:	/x/
Date:	12/03/2007
<p>Total Attachments: 11</p> <p>source=FLEX BARRIER#page1.tif</p> <p>source=FLEX BARRIER#page2.tif</p> <p>source=FLEX BARRIER#page3.tif</p> <p>source=FLEX BARRIER#page4.tif</p> <p>source=FLEX BARRIER#page5.tif</p> <p>source=FLEX BARRIER#page6.tif</p> <p>source=FLEX BARRIER#page7.tif</p> <p>source=FLEX BARRIER#page8.tif</p> <p>source=FLEX BARRIER#page9.tif</p> <p>source=FLEX BARRIER#page10.tif</p> <p>source=FLEX BARRIER#page11.tif</p>	

**PATENT, TRADEMARK AND LICENSE COLLATERAL
ASSIGNMENT AND SECURITY AGREEMENT**

THIS PATENT, TRADEMARK AND LICENSE COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT ("Assignment") is made as of the 20th day of November, 2007 (the "Effective Date") by and between FIRST BANK BUSINESS CAPITAL, INC., a Missouri corporation ("Lender") with an office located at 11901 Olive Blvd., St. Louis, MO 63141, and FLEXBARRIER PRODUCTS, LLC, a Delaware limited liability company ("Assignor"), with an office at 4708 South Old Peachtree Road, Building 700, Norcross, GA 30071.

W I T N E S S E T H:

WHEREAS, pursuant to the terms of a certain First Amendment to Amended and Restated Credit and Security Agreement, dated as of even date herewith (the "Credit Agreement") by and among Lender, TMI International, LLC, Win Plastic Extrusions, LLC and Assignor, Assignor has mortgaged, pledged and granted to Lender a lien on and security interest in substantially all of Assignor's assets, including all right, title and interest of Assignor in and to all of Assignor's patents, trade names, trademarks and licenses of such patents, trade names and trademarks, whether presently existing or hereafter arising or acquired, and all proceeds thereof, including without limitation, any and all causes of action which may exist by reason of infringement thereof for the full term of the patents, trademarks and licenses, to secure the payment of all amounts owing by Assignor under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Lender agree as follows:

1. Incorporation of Credit Agreement. The Credit Agreement and all the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Each capitalized term used in this Assignment that is not defined in this Assignment shall have the meaning given such term in the Credit Agreement.

2. Assignment of Patents, Trade Names, Trademarks and Licenses. To secure the complete and timely satisfaction of all of the "Obligations" and subject to the terms and conditions of this Assignment:

A. Assignor hereby grants, assigns and conveys to Lender, by way of collateral security, the entire right, title and interest of Assignor in and to all of the following, whether now owned or existing and filed or hereafter acquired and filed:

(i) Assignor's patents and patent applications, whether United States or foreign, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on **Schedule A**, attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past and

future infringements thereof, (c) subject to the provisions of paragraph 11, the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "Patents");

(ii) Assignor's technical information and know-how used in connection with the Patents (all of the foregoing are hereinafter collectively referred to as the "Technical Information");

(iii) Assignor's license agreements relating to or involving any of the Patents or Technical Information described in clauses (A)(i) or (A)(ii) with any other party, whether Assignor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on **Schedule C** attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale, all "Inventory" (as defined in the Loan Agreement) now or hereafter owned by Assignor and now or hereafter covered by such licenses (all of the foregoing included license agreements being hereinafter referred to collectively as the "Patent Licenses"); and

B. Assignor hereby grants, assigns and conveys to Lender a security interest in the following property:

(i) Assignor's trade names, trademarks, trademark registrations, service marks, service mark registrations, and trademark and service mark applications, including, without limitation, the trade names, trademarks, service marks and registrations and applications listed on **Schedule B** attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, (d) all rights corresponding thereto throughout the world, and (e) all of the goodwill of Assignor's business connected with and symbolized by the trademarks, service marks, trade names or other items described in the foregoing clauses (a)-(d) (all of the foregoing trade names, trademarks, trademark registrations, service marks, service mark registrations and applications, together with the items described in clauses (a)-(e) are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

(ii) license agreements whereby Assignor has granted to a person a license to any of the Trademarks, described in the foregoing clause (B)(i), including without limitation, the licenses listed on **Schedule C** attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale, all "Inventory" now or hereafter owned by Assignor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Trademark Licenses").

3. Restrictions on Future Agreements. Assignor agrees that until the Obligations shall have been satisfied in full and Lender has no further obligation to make any loan to or financial accommodation for the benefit of Assignor, Assignor will not, without Lender's prior written consent, enter into any agreement (for example, a license agreement) which would violate or cause a default under this Assignment, and Assignor further agrees that it will not take any action, or permit any action to be taken by others subject to Assignor's control, including licensees, or fail to take any action, which would affect in any material respect the validity or enforcement of the rights granted to Lender under this Assignment.

4. New Patents, Trademarks, and Licenses. Assignor represents and warrants that the Patents, Patent Licenses Trademarks and Trademark Licenses, listed on Schedules A, B, and C, respectively, constitute all of the issued patents and patent applications trade names, trademarks, service marks, registered trademarks, registered service marks, applications for trademarks or service marks, and license agreements whereby Assignor has granted to a Person a license to any such trade names, trademarks or service marks that are owned by Assignor as of the Effective Date. If, before the Obligations shall have been satisfied in full, Assignor shall acquire or become the owner of rights to any new patent, trade name, trademark, service mark, registration or application, for any of the foregoing, or license agreements whereby Assignor has granted to a Person a license to any such trade names, trademarks or service marks, or renewals of any existing Trademark Licenses (collectively, the "Future Rights"), the provisions of paragraph 2 above shall automatically apply thereto and Assignor shall give to Lender prompt written notice thereof. Assignor hereby authorizes Lender to modify this Assignment by amending Schedules A, B or C, as applicable, to include any Future Rights. Assignor agrees to execute all documents requested by Assignor in order to record or preserve Lender's interest in all Future Rights added to Schedules A, B or C pursuant to this paragraph 4.

5. Royalties. Assignor hereby agrees that the rights to use by Lender of each Patent and Patent License as described above shall be as extensive as the rights of Assignor to use such Patent or Patent License and without any liability for royalties or other related charges from Lender to Assignor, subject, however, to the provisions of paragraph 7.

6. Term. This Assignment is made for collateral security purposes only. The term of the assignment of the various interests granted herein shall extend until the earlier of (i) the expiration, abandonment or disclaimer, as the case may be, of each of the respective Patents, Patent Licenses, Trademarks and Trademark Licenses assigned as described in Paragraphs 2 and 4 of this Assignment, or (ii) the date on which the Obligations have been satisfied in full and Lender has no further obligation to make any loan to or financial accommodation for the benefit of Assignor.

7. Grant of License to Assignor. Until the occurrence of an "Event of Default," unless such Event of Default has been waived in writing by Lender or cured by Assignor in Lender's sole good faith judgment within any applicable cure period, Lender hereby grants to Assignor the exclusive, nontransferable worldwide, royalty free, right and license, with the right to sublicense, under the Patents and Technical Information, and to make, have made, use, import, license, sell and otherwise exploit any product or services or the inventions disclosed and claimed in the Patents. So long as such right and license shall exist, Lender shall not exercise any right under or with respect to any Patent or Technical Information except as provided in

paragraph 11 hereof. Assignor agrees not to sell, assign or encumber its interest in, or grant any sublicense under, the license granted to Assignor in this paragraph 7, without the prior written consent of Lender. From and after the occurrence of an Event of Default and upon notice by Lender to Assignor, Assignor's license with respect to the Patents and Technical Information as set forth in this paragraph 7 shall terminate forthwith, to be reinstated only if and when such Event of Default is cured in Lender's sole good faith judgment or is waived by Lender in writing, and Lender shall have, in addition to all other rights and remedies given it by this Assignment, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of Missouri.

8. Assignor's Right to Use Trademarks and Trademark Licenses. Until the occurrence of an "Event of Default," unless such Event of Default has been waived by Lender, Assignor reserves the exclusive right, subject to Lender's security interest, to own and use the Trademarks and to exercise all rights derived from the Trademark Licenses. Until the Obligations have been satisfied in full and Lender has no further obligation to make any loan to or financial accommodation for the benefit of Assignor, Assignor agrees to undertake all necessary acts to maintain and preserve the Trademarks and the rights under the Trademark Licenses, including, but not limited to, (i) filing affidavits of use and incontestability, where applicable, under §§ 8 and 15 of the Lanham Act (15 U.S.C. §§ 1058, 1065), (ii) filing renewal applications, and (iii) initiating opposition or cancellation proceedings or litigation against users of the same or confusingly similar marks who in the reasonable discretion of Assignor seriously threaten the rights of Assignor in or the validity of the Trademarks, provided, however, that Assignor shall not be required to undertake any specific necessary act described in this sentence so long as it obtains Lender's prior written approval, which shall not be unreasonably withheld. Assignor agrees not to sell, assign or encumber its interest in, or grant any licenses under, the Trademarks or Trademark Licenses without the prior written consent of Lender. From and after the occurrence of an Event of Default and notice by Lender to Assignor, Assignor's exclusive rights to own and use the Trademarks and Trademark Licenses as set forth in this paragraph 8 shall terminate forthwith, to be reinstated only if and when such Event of Default is cured or waived in writing, and Lender shall have, in addition to all other rights and remedies given it by this Assignment, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of Missouri.

9. Reassignment to Assignor. Upon satisfaction in full of the Obligations (provided that Lender has no further obligation to make any loan to or financial accommodation for the benefit of Assignor), Lender shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to: (a) assign, transfer and convey to Assignor full title to the Patents and Technical Information, and (b) terminate Lender's security interest in the Trademarks and Trademark Licenses, subject to any disposition thereof, which may have been made by Lender pursuant hereto or pursuant to the Credit Agreement.

10. Duties of Assignor. Assignor shall have the duty (i) to prosecute diligently any patent application of the Patents and any application for registration of any Trademark pending as of the Effective Date thereafter, (ii) to make application on Assignor's unpatented but patentable inventions and trademark applications for Assignor's unregistered but registerable Trademarks, as is appropriate in the Assignor's good faith judgment, and (iii) to use its best efforts to preserve and maintain all rights in patent applications of the Patents and trademark

applications of the Trademarks, provided, however, that Assignor shall not be required to take any specific action described in this sentence so long as it obtains Lender's prior written approval, which shall not be unreasonably withheld. Any expenses incurred in connection with such the duties of Assignor under this Paragraph 10 shall be borne by the Assignor. In any suit to enforce any Patent, License, Trademark License, Patent or Trademark, Lender shall, at the expense and request of Assignor, join, to the extent necessary, as a plaintiff and do any and all lawful acts and execute any and all proper documents reasonably required by Assignor in connection with such suit. Prior to the occurrence of an Event of Default, Lender hereby designates, appoints and constitutes Assignor as Lender's true and lawful attorney-in-fact, and authorizes Assignor, in Lender's name, to take any and all appropriate action and to execute any agreement, document or instrument necessary or desirable for Assignor to perform its obligations relating to the Patents under this Assignment, including without limitation, prosecuting and maintaining any of the Patents and performing the other obligations set forth in this Paragraph 10.

11. Lender's Right to Sue. At any time after the occurrence and during the continuance of an "Event of Default," Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, Trademarks, and Trademark Licenses and, if Lender shall commence any such suit, Assignor shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents reasonably required by Lender in aid of such enforcement and Assignor shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this Paragraph 11.

12. Waivers. No course of dealing between Assignor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Credit Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Assignment are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment in any jurisdiction.

14. Modification. This Assignment cannot be altered, amended or modified in any way, except as specifically provided in paragraph 4 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Effect on Credit Agreement. All of Lender's rights and remedies with respect to the Patents, Patent Licenses, Trademarks and Trademark Licenses, whether established hereby or by the Credit Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Assignor and Lender acknowledge and agree that this Assignment is not intended to limit, restrict or expand in any way the rights and remedies of Lender under the Credit Agreement but rather is intended to facilitate the exercise of such rights and remedies.

16. Binding Effect; Benefits. This Assignment shall be binding upon each party and its respective successors and assigns, and shall inure to the benefit of both parties and their successors and assigns.

17. Governing Law. This Assignment shall be governed by and construed in accordance with the internal substantive laws of the State of Missouri.

18. Conflict of Terms. Except as otherwise explicitly provided in this Assignment, if any provision contained in this Assignment is in conflict with or inconsistent with any provision in this Assignment, the provisions contained in the Credit Agreement shall govern and control to the extent of such conflict or inconsistency.

19. Reasonableness. When in this Agreement action is stated to be taken or not taken "reasonably" by Lender or is otherwise based upon the reasonableness of Lender, Lender will be deemed to meet such requirement unless Assignor meets the burden of proof in that the action or inaction of Lender shall have been taken or omitted arbitrarily or capriciously. Lender acknowledges that the foregoing does not affect Lender's obligation to act reasonably to the extent required under Article 9, Part 6, of the UCC.

20. Notices. Any notice to be given to Lender or Assignor under this Assignment shall be given in a manner and to the parties designated in the Credit Agreement.

21. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

22. Further Assurances. Each party agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as the other party shall reasonably request from time to time in order to carry out the purpose of this Assignment and agreements set forth herein.

(Signature page to Patent, Trademark and License Collateral Assignment)

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first set forth above.

Assignor:

FLEXBARRIER PRODUCTS, LLC,
a Delaware limited liability company

By: _____

Name: Scott W. Gage
Title: President

STATE OF MINNESOTA)
)SS.
COUNTY OF HENNEPIN)

The foregoing Patent, Trademark and License Collateral Assignment and Security Agreement was executed and acknowledged before me this 20th day of November 2007, by Scott W. Gage, personally known to me to be the President of FlexBarrier Products, LLC, a Delaware limited liability company, and that said instrument was signed and sealed in behalf of said limited liability company by authority of its members, and said President acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal, the day and year last above written.

Notary Public

My Commission expires:

* * * * *



Agreed and Accepted as of this _____ day of November, 2007.

FIRST BANK BUSINESS CAPITAL, INC.

By: _____

Name: Wally J. Castillo
Title: Vice President

(Signature page to Patent, Trademark and License Collateral Assignment)

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first set forth above.

Assignor: FLEXBARRIER PRODUCTS, LLC,
a Delaware limited liability company

By: _____
Name: Scott W. Gage
Title: President

STATE OF MINNESOTA)
)SS.
COUNTY OF HENNEPIN)

The foregoing Patent, Trademark and License Collateral Assignment and Security Agreement was executed and acknowledged before me this _____ day of November 2007, by Scott W. Gage, personally known to me to be the President of FlexBarrier Products, LLC, a Delaware limited liability company, and that said instrument was signed and sealed in behalf of said limited liability company by authority of its members, and said President acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal, the day and year last above written.

Notary Public

My Commission expires:

* * * * *

Agreed and Accepted as of this 20th day of November, 2007.

FIRST BANK BUSINESS CAPITAL, INC.

By: Wally J. Castillo
Name: Wally J. Castillo
Title: Vice President

SCHEDULE A
TO PATENT, TRADEMARK AND LICENSE
COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

PATENTS

None.

SCHEDULE B

**TO PATENT, TRADEMARK AND LICENSE
COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT**

MARKS

The following Marks are registered to Assignor:

Mark	Registration No.	Country	Registration Date
FLEXSCREEN	3,073,391	USA	March 28, 2006
FLEXTHERM	3,161,742	USA	October 24, 2006
FLEXGUARD	3,082,236	USA	April 18, 2006
FLEXROOM	2,321,531	USA	February 22, 2000
FLEXVISION	2,321,530	USA	February 22, 2000

SCHEDULE C

TO PATENT, TRADEMARK AND LICENSE
COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

LICENSES

None.

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